

CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

COMCAST OF MASSACHUSETTS II, INC.

OFFERING SERVICES AS COMCAST

THE OFFICE OF THE MAYOR

CITY OF NORTHAMPTON,

MASSACHUSETTS

April 4, 2006

TABLE OF CONTENTS

INTRODUCTION.....	5
ARTICLE 1 DEFINITIONS	6
SECTION 1.1 - DEFINITIONS	6
ARTICLE 2 GRANT OF RENEWAL LICENSE	11
SECTION 2.1 - GRANT OF RENEWAL LICENSE	11
SECTION 2.2 - TERM OF RENEWAL LICENSE.....	12
SECTION 2.3 - NON-EXCLUSIVITY OF RENEWAL LICENSE.....	12
SECTION 2.4 - POLICE AND REGULATORY POWERS	13
SECTION 2.5 - REMOVAL OR ABANDONMENT	13
SECTION 2.6 - TRANSFER OF THE RENEWAL LICENSE	13
SECTION 2.7 - EFFECT OF UNAUTHORIZED TRANSFER ACTION	15
ARTICLE 3 CABLE SYSTEM DESIGN.....	16
SECTION 3.1 - SUBSCRIBER NETWORK	16
SECTION 3.2 - PARENTAL CONTROL CAPABILITY	16
SECTION 3.3 - EMERGENCY ALERT SYSTEM	16
SECTION 3.4 - SYSTEM TECHNICAL SPECIFICATIONS.....	16
ARTICLE 4 CABLE SYSTEM LOCATION, LINE EXTENSION AND OPERATIONAL STANDARDS	17
SECTION 4.1 - GENERAL POLICY	17
SECTION 4.2 - LINE EXTENSION POLICY.....	17
SECTION 4.3 - LINE EXTENSION PROCEDURES	18
SECTION 4.4 - LOCATION OF THE CABLE TELEVISION SYSTEM	19
SECTION 4.5 - UNDERGROUND FACILITIES	19
SECTION 4.6 - TREE TRIMMING.....	20
SECTION 4.7 - RESTORATION TO PRIOR CONDITION	20
SECTION 4.8 - TEMPORARY RELOCATION	20
SECTION 4.9 - DISCONNECTION AND RELOCATION	21
SECTION 4.10 - SAFETY STANDARDS	21
SECTION 4.11 - PEDESTALS	21
SECTION 4.12 - PRIVATE PROPERTY	22
SECTION 4.13 - CABLE SYSTEM MAPS	22
SECTION 4.14 - SERVICE INTERRUPTION.....	22
SECTION 4.15 - COMMERCIAL ESTABLISHMENTS	22
SECTION 4.16 - SERVICE OUTAGE NOTIFICATION	22
SECTION 4.17 - DIG SAFE	23
ARTICLE 5 SERVICES AND PROGRAMMING	24
SECTION 5.1 - BASIC SERVICE.....	24
SECTION 5.2 – PROGRAMMING	24
SECTION 5.3 - LEASED CHANNELS FOR COMMERCIAL USE	24
SECTION 5.4 - DVD/VCR/CABLE COMPATIBILITY	24
SECTION 5.5 - CONTINUITY OF SERVICE	25
ARTICLE 6 PUBLIC ACCESS	27
SECTION 6.1 - ESTABLISHMENT OF AN ACCESS CORPORATION	27
SECTION 6.2 - ACCESS CORPORATION.....	27
SECTION 6.3 - PEG ACCESS CHANNELS.....	28
SECTION 6.4 - ANNUAL SUPPORT FOR PEG ACCESS	29
SECTION 6.5 – PEG ACCESS CAPITAL-EQUIPMENT PAYMENTS	31
SECTION 6.6 - EQUIPMENT OWNERSHIP	32
SECTION 6.7 - RECOMPUTATION.....	33

SECTION 6.8 - PEG ACCESS CHANNELS MAINTENANCE.....	33
SECTION 6.9 - PEG ACCESS CABLECASTING.....	34
SECTION 6.10 - MISCELLANEOUS ACCESS MATTERS.....	35
SECTION 6.11 - INSTITUTIONAL NETWORK	35
SECTION 6.12 - FRANCHISE COSTS.....	37
ARTICLE 7 LICENSE FEES.....	38
SECTION 7.1 - LICENSE FEE PAYMENTS.....	38
SECTION 7.2 - OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS	38
SECTION 7.3 - LATE PAYMENT.....	39
SECTION 7.4 - METHOD OF PAYMENT	39
ARTICLE 8 RATES AND CHARGES	40
SECTION 8.1 - RATE REGULATION	40
SECTION 8.2 - NOTIFICATION OF RATES AND CHARGES.....	40
SECTION 8.3 - PUBLICATION AND NON-DISCRIMINATION	40
SECTION 8.4 - CREDIT FOR SERVICE INTERRUPTION	41
ARTICLE 9 INSURANCE AND BONDS.....	42
SECTION 9.1 - INSURANCE	42
SECTION 9.2 - PERFORMANCE BOND.....	43
SECTION 9.3 - REPORTING.....	43
SECTION 9.4 - INDEMNIFICATION	43
SECTION 9.5 - NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE.....	44
ARTICLE 10 ADMINISTRATION AND REGULATION.....	45
SECTION 10.1 - REGULATORY AUTHORITY	45
SECTION 10.2 - PERFORMANCE EVALUATION HEARINGS	45
SECTION 10.3 - NONDISCRIMINATION	46
SECTION 10.4 - EMERGENCY REMOVAL OF PLANT	46
SECTION 10.5 - REMOVAL AND RELOCATION.....	46
SECTION 10.6 - INSPECTION.....	47
SECTION 10.7 - JURISDICTION	47
ARTICLE 11 DETERMINATION OF BREACH-LIQUIDATED DAMAGES-LICENSE REVOCATION	48
SECTION 11.1 - DETERMINATION OF BREACH	48
SECTION 11.2 - LIQUIDATED DAMAGES	49
SECTION 11.3 - REVOCATION OF THE RENEWAL LICENSE	50
SECTION 11.4 - TERMINATION	50
SECTION 11.5 - NOTICE TO CITY OF LEGAL ACTION.....	51
SECTION 11.6 - NON-EXCLUSIVITY OF REMEDY	51
SECTION 11.7 - NO WAIVER-CUMULATIVE REMEDIES	51
ARTICLE 12 SUBSCRIBER RIGHTS AND CONSUMER PROTECTION	53
SECTION 12.1 - TELEPHONE ACCESS	53
SECTION 12.2 - CUSTOMER SERVICE CALL CENTER.....	53
SECTION 12.3 - INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME	54
SECTION 12.4 - FCC CUSTOMER SERVICE OBLIGATIONS	55
SECTION 12.5 - BUSINESS PRACTICE STANDARDS.....	55
SECTION 12.6 - COMPLAINT RESOLUTION PROCEDURES.....	55
SECTION 12.7 - REMOTE CONTROL DEVICES.....	56
SECTION 12.8 - LOSS OF SERVICE-SIGNAL QUALITY.....	57
SECTION 12.9 - EMPLOYEE IDENTIFICATION CARDS	57
SECTION 12.10 - PROTECTION OF SUBSCRIBER PRIVACY	57
SECTION 12.11 - PRIVACY WRITTEN NOTICE.....	57
SECTION 12.12 - MONITORING	58
SECTION 12.13 - DISTRIBUTION OF SUBSCRIBER INFORMATION.....	58

SECTION 12.14 - INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS.....	59
SECTION 12.15 - SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION.....	59
SECTION 12.16 - PRIVACY STANDARDS REVIEW.....	60
ARTICLE 13 REPORTS, AUDITS AND PERFORMANCE TESTS.....	61
SECTION 13.1--GENERAL	61
SECTION 13.2 - FINANCIAL REPORTS	61
SECTION 13.3 - CABLE SYSTEM SUBSCRIBER NUMBERS REPORT	61
SECTION 13.4 - IN-HOUSE TELEPHONE REPORTS	61
SECTION 13.5 - SUBSCRIBER COMPLAINT REPORT.....	62
SECTION 13.6 - INDIVIDUAL COMPLAINT REPORTS	62
SECTION 13.7 - SEMI-ANNUAL PERFORMANCE TESTS.....	62
SECTION 13.8 - QUALITY OF SERVICE	62
SECTION 13.9 - DUAL FILINGS.....	63
SECTION 13.10 - ADDITIONAL INFORMATION.....	63
SECTION 13.11 - INVESTIGATION	63
ARTICLE 14 EMPLOYMENT.....	64
SECTION 14.1 - EQUAL EMPLOYMENT OPPORTUNITY.....	64
SECTION 14.2 - NON-DISCRIMINATION.....	64
ARTICLE 15 MISCELLANEOUS PROVISIONS	65
SECTION 15.1 - ENTIRE AGREEMENT.....	65
SECTION 15.2 - CAPTIONS.....	65
SECTION 15.3 - SEPARABILITY.....	65
SECTION 15.4 - ACTS OR OMISSIONS OF AFFILIATES	65
SECTION 15.5 - RENEWAL LICENSE EXHIBITS.....	66
SECTION 15.6 - WARRANTIES.....	66
SECTION 15.7 - FORCE MAJEURE.....	66
SECTION 15.8 - REMOVAL OF ANTENNAS	67
SECTION 15.9 - SUBSCRIBER TELEVISION SETS.....	67
SECTION 15.10 - APPLICABILITY OF RENEWAL LICENSE	67
SECTION 15.11 - NOTICES	67
SECTION 15.12 - NO RECOURSE AGAINST THE ISSUING AUTHORITY.....	68
SECTION 15.13 - CITY'S RIGHT OF INTERVENTION.....	68
SECTION 15.14 - TERM.....	68
EXHIBIT 5.2(A) PROGRAMMING.....	69
EXHIBIT 5.4 VCR POLICIES AND OPTIONS	70
EXHIBIT 6.1 STUDIO HOURS OF OPERATION PRIOR TO TRANSITION DATE..	71
EXHIBIT 6.4(A) GROSS ANNUAL REVENUES REPORTING FORM	72
EXHIBIT 6.4(B) ACCESS PAYMENT SCHEDULE.....	73
EXHIBIT 6.6(B) STUDIO INVENTORY	74
EXHIBIT 6.9 I-NET LOCATIONS.....	76
EXHIBIT 12.4 FCC CUSTOMER SERVICE OBLIGATIONS	77
EXHIBIT 12.5 207 CMR 10.00	79
EXHIBIT 13.5 CABLE DIVISION FORM 500.....	82
SIGNATURE PAGE	83

AGREEMENT

This Cable Television Renewal License entered into April 4, 2006, by and between the Mayor of the City of Northampton ("Issuing Authority"), Massachusetts, as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A, and Comcast of Massachusetts II, Inc. ("Licensee").

WITNESSETH

WHEREAS, the Issuing Authority of the City of Northampton, Massachusetts, pursuant to M.G.L. c. 166A, is authorized to grant one or more nonexclusive cable television licenses to construct, operate and maintain a Cable Television System within the City of Northampton; and

WHEREAS, the Issuing Authority conducted public ascertainment hearings, pursuant to Section 626 of the Cable Act, on March 22 and 24, 2005; May 26, 2005; June 14, 2005; and June 28, 2005; in order to (1) ascertain the future cable related community needs and interests of Northampton, and (2) review the performance of Licensee during its then-current license term; and

WHEREAS, the Issuing Authority and Licensee did engage in good faith negotiations and did agree on terms and provisions for Licensee's continued operations and maintenance of its Cable Television System in the City of Northampton.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 - DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. The word *shall* is always mandatory and not merely directory.

Access: The right or ability of any Northampton resident and/or any Persons affiliated with a Northampton institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.

Access Channel: A video channel for the purpose of transmitting non-commercial public, educational, and governmental access programming by members of the public, City departments and agencies, public schools, educational, institutional and similar organizations consistent with the Cable Act. Access channels are sometimes referred to as public, educational, and government channels, or "PEG" channels.

Access Provider: The entity, as may be designated by the Issuing Authority of the City of Northampton from time to time, for the purpose of operating and managing the use of public, educational and governmental access funding, equipment and channels on the Cable Television System, or any other or successor entity.

Affiliate or Affiliated Person: When used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

Basic Service: The lowest level of basic service tier which includes the retransmission of local television broadcast Signals and Public, Educational and Governmental Access Channels as defined by the Cable Act.

CMR: The Code of Massachusetts Regulations.

Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, and as further

amended by Public Law No. 104-458, 110 Stat. 110 (1996)(the Telecommunications Act of 1996).

Cable Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other Programming services, which the Licensee may make available to all Subscribers generally.

Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Energy.

Cable System or Cable Television System: A facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the City, as defined in the Cable Act.

City: The City of Northampton, Massachusetts.

City Counsel: The City Counsel of the City of Northampton, Massachusetts.

Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.

Complaint: Any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

Converter: Any device changing the frequency of a video Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

Department of Public Works ("DPW"): The Department of Public Works or Highway Department of the City of Northampton, Massachusetts.

Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.

Drop or Cable Drop: The cable that connects an Outlet to the Cable System.

Effective Date of Renewal License (the "Effective Date"): April 4, 2006.

FCC: The Federal Communications Commission, or any successor governmental agency thereto.

Gross Annual Revenues: Revenues derived by the Licensee and/or its Affiliates from

the operation of the Cable System for the provision of Cable Service(s) over the Cable System including, without limitation: the distribution of any Cable Service over the Cable System; Basic Service monthly fees; all other Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; home-shopping revenues on a pro rata basis; Converter, remote control and other cable-related equipment rentals and/or leases or sales; advertising revenues In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenues of any other Person which is derived from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the City that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to the operation of the Cable System for the provision of Cable Services over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to the operation of the Cable System for the provision of Cable Services. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

Hub or Hub Site: A sub-Headend, generally located within a Cable System community, used either for the purpose of (i) Signal processing or switching, or (ii) placement of a fiber Node or microwave link or transportation super trunk.

Issuing Authority: The Mayor of the City of Northampton, Massachusetts.

Leased Channel or Leased Access: A video channel, which the Licensee shall make available pursuant to Section 612 of the Cable Act.

License Fee or Franchise Fee: The payments to be made by the Licensee to the City of Northampton and any other governmental subdivision or access corporation, which shall have the meaning as set forth in applicable State and Federal laws.

Licensee: Comcast of Massachusetts II, Inc. or any successor or transferee in accordance with the terms and conditions in the Renewal License.

Multichannel Video Programming Provider: A Person who or which makes available to residents in Northampton multiple channels of Video Programming.

Origination Capability or Origination Point: An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

Outlet: An interior or exterior receptacle, generally mounted in a wall, that connects a Subscriber's or User's television set to the Cable System. An Outlet can contain connections to either the Subscriber Network and/or the I-Net for Users.

Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.

PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

PEG Access Channels: Any channel(s) owned by the Licensee and made available for the presentation of PEG Access Programming.

Person: Any Provider, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.

Prime Rate: The prime rate of interest, at the Federal Reserve Bank of Boston.

Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and

public grounds or waters and all other publicly owned real property within or belonging to the City, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the City that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the City greater than those already possessed by the City.

Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument.

Scrambling/encoding: The electronic distortion of a Signal (s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device.

Service: Any Basic Service, any Pay Cable Service, and/or any other Cable Service, which is offered to any Subscriber or User in conjunction with, or which is distributed over, the Cable System.

Signal: Any transmission of electromagnetic or optical energy, which carries Cable Service from one location to another.

State: The Commonwealth of Massachusetts.

Subscriber: Any Person, firm, Provider or other entity, located in Northampton, who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.

Subscriber Network: The Cable System which is owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drop cables to Subscriber's residences.

Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend or hub site.

User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

VCR: The acronym for video cassette recorder.

Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1 - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Mayor of the City of Northampton, Massachusetts, as the Issuing Authority of the City, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to construct, install, operate and maintain a Cable Television System within the corporate limits of the City of Northampton.

(b) This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts, as amended; the regulations of the FCC; the Cable Act; and all legally enforceable City, State and federal statutes and ordinances of general application.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, install, operate and maintain a Cable Television System in, under, over, along, across or upon the Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other Public Ways under the jurisdiction of the City of Northampton within the municipal boundaries and subsequent additions thereto, including property over, under or on which the City has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the City of Northampton. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or unreasonably interfere with the lives of Persons, with any installations of the City, any public utility serving the City or any other Persons permitted to use Public Ways.

(d) Grant of this Renewal License does not establish priority for use over other present or future permit holders or the City's own use of Public Ways. Disputes between the Licensee and other parties regarding use of Public Ways shall be resolved in

accordance with all applicable Federal, State, and legally enforceable local laws & regulations.

Section 2.2 - TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on April 4, 2006 and shall expire at midnight on April 3, 2016, unless sooner terminated as provided herein.

Section 2.3 - NON-EXCLUSIVITY OF RENEWAL LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the City of Northampton; or the right of the Issuing Authority to permit the use of the Public Ways of the City for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal License. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

- (ii) Should the Licensee demonstrate and the Issuing Authority reasonably find that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.
- (c) The issuance of additional license(s) shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

Section 2.4 - POLICE AND REGULATORY POWERS

By executing the Renewal License, the Licensee acknowledges that its rights are subject to the powers of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public. The Licensee shall comply with all applicable and legally enforceable State and City laws, ordinances, by-laws, rules, and regulations provided such are of general applicability and not specific to the licensee, the Cable System, or this license. Any conflict between the franchise and any current or future laws, ordinances, by-laws, rules, and regulations shall be resolved in a court of competent jurisdiction or in another legally appropriate forum other than an Issuing Authority forum and consistent with applicable law.

Section 2.5 - REMOVAL OR ABANDONMENT

Upon termination of this Renewal License, by passage of time or otherwise, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned.

Section 2.6 - TRANSFER OF THE RENEWAL LICENSE

- (a) Subject to applicable law, neither this Renewal License, or control thereof, shall

be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the Cable Division and/or the FCC, however, in accordance with applicable law, the Issuing Authority may in its discretion not hold such hearing, in which case consent may be deemed to have been given. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) Subject to applicable law, in considering a request to transfer control of the Renewal License, the Issuing Authority may consider such factors as the transferee's financial capability, management experience, technical expertise, legal ability to operate the Cable System under the existing license.

(c) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the City in and to the streets and Public Ways or any other rights of the City under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal License.

(d) The Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise required in writing, of the application and FCC Form 394 requesting such transfer or assignment consent.

(e) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in the Renewal License.

Section 2.7 - EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without Licensee complying with Section 2.6 above shall be null and void, and shall be deemed a material breach of the Renewal License.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate the Renewal License, unless such transfer is otherwise allowable by applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the City.

ARTICLE 3

CABLE SYSTEM DESIGN

Section 3.1 - SUBSCRIBER NETWORK

(a) The Licensee shall continue to operate, maintain and make available to all Subscribers in the City its existing two-way minimum 750 MHz Subscriber Network. Said Cable System shall be fully capable of carrying at least ninety (90) video channels in the downstream direction and is currently fed by a hybrid fiber optic coaxial network.

(b) The Licensee shall transmit all of its video Signals to Northampton Subscribers in stereo, provided that such video Signals are available and furnished to the Licensee in stereo.

(c) The Licensee shall maintain standby power at its Headend. Such standby power shall provide continuous capability, contingent upon availability of fuel necessary to operate the standby generators and shall become automatically activated upon the failure of the Licensee's normal power supply.

Section 3.2 - PARENTAL CONTROL CAPABILITY

The Licensee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets, at a cost, if any, pursuant to applicable law(s).

Section 3.3 - EMERGENCY ALERT SYSTEM

The Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations.

Section 3.4 - SYSTEM TECHNICAL SPECIFICATIONS

At all times throughout the Renewal License, the Licensee shall conform with all applicable FCC technical standards including 47 C.F.R. 76.601 et seq.

ARTICLE 4
CABLE SYSTEM LOCATION, LINE EXTENSION
AND OPERATIONAL STANDARDS

Section 4.1 - GENERAL POLICY

(a) The Licensee shall make cable television service(s) available to all residents of the City, subject to the provisions of this Article 4.

(b) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred and seventy-five feet (175') from the existing aerial Trunk and Distribution System and additions thereto.

(c) Installation costs shall conform with the Cable Act. Any dwelling unit within one hundred seventy-five feet (175 ft.) aerial or one hundred seventy-five feet (175 ft.) underground of the Distribution Cable shall be entitled to a Standard Installation rate, unless conduit is required, the sub-surface is a hard surface (concrete, asphalt, rock, ledge, etc.) or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). Installations of more than one hundred seventy-five feet (175 ft.) or which involve a hard surface or which require boring shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws.

(d) Installation charges shall be consistent with federal and State regulations.

Section 4.2 - LINE EXTENSION POLICY

(a) Subject to Section 4.1 above, the Cable Television System shall be extended automatically, at the Licensee's sole cost and expense to any and all areas of the City containing twenty (20) homes per aerial or thirty-five per (35) underground mile of cable plant or fractional proportion thereof from the existing aerial Trunk and Distribution System and additions thereto. The Licensee shall apply for permits, if necessary, promptly. Said service shall be made available and fully activated to requesting Subscribers no later than sixty (60) days after all necessary permits and make ready provisions are obtained.

(b) The Cable Television System shall be further extended to all areas in the City that do not meet the requirements of Section 4.2 above upon the request of the prospective Subscribers in such areas and based upon the following cost calculation: The cost of wiring such areas shall be calculated by taking the capital cost of extending such service divided by the number of Subscribers in such area minus the costs extending service to the Subscriber in an area that meets the twenty (20) homes per aerial mile or thirty-five (35) per underground mile of cable plant and/or fractional proportion thereof density requirement specified in subsection (a) above. The resulting cost shall equal the per Subscriber contribution relating to line extension of cable service in that particular area of the City, or

$$\frac{C}{LE} - \frac{CA}{P} = SC$$

* C equals the cost of construction of new plant from the termination of existing cable plant;

* CA equals the average cost of construction per mile in the primary service area;

* P equals the twenty (20) homes per linear mile of aerial plant and thirty-five (35) homes per linear mile in the case of underground plant; and

*SC equals the per Subscriber contribution in aid of construction in the line extension area.

*LE equals the number of dwelling units requesting service in the line extension area.

Section 4.3 - LINE EXTENSION PROCEDURES

Any potential Subscriber located in an area of the City without Cable Television Service may request such service from the Licensee. In areas meeting the requirements of Section 4.2 above, the Licensee shall extend service to the area promptly, but in no case later than sixty (60) days after all necessary permits and make ready provisions are obtained. The Licensee shall expeditiously seek all necessary permits. In those areas with less than twenty (20) Subscribers per aerial mile, the Licensee, shall, within thirty (30) days following a request for service, conduct a survey to determine the number of homes in the immediate area and shall inform each potential requesting Subscriber of the possible contribution in aid of construction (see Section 4.2 (b) above) that will be charged. The Licensee shall apply for pole attachment agreements within thirty (30) days of receiving the contribution in aid of construction from all prospective Subscribers. Cable Television Service(s) shall be made available and fully activated to all requesting Subscribers who

made a contribution in aid of construction within thirty (30) days of receipt of pole attachment agreements by the Licensee subject to the limitations set forth above.

Section 4.4 - LOCATION OF THE CABLE TELEVISION SYSTEM

The Licensee shall install, operate and maintain the Cable Television System within the City of Northampton. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways and places. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable and legally enforceable state and local laws and regulations.

Section 4.5 - UNDERGROUND FACILITIES

(a) If the transmission and distribution facilities of all of the respective pole-occupying public or municipal utilities, if any, in City are underground, the Licensee shall place its Cable Systems' transmission and distribution facilities underground; provided that (1) such underground locations are actually capable of accommodating the Licensee's cable and other equipment without technical degradation of the Cable System's Signal quality and (2) the Licensee is reimbursed for its costs associated with such underground placement if reimbursement is made to any of the other respective utility companies in City. Such reimbursement shall be through payment from the City, state or federal government as applicable. In any area of City where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Licensee's facilities shall be aerial and/or underground in a manner consistent with the other pole occupants within the City. Nothing in this Section shall be construed to require the Licensee to construct, operate, or maintain underground any appurtenances that are customarily ground-mounted such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

(b) Underground cable lines shall be placed in compliance with applicable City by-laws, rules, regulations and/or standards as such are standard and applicable to all utilities. It is the policy of the City that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to

the placement of additional poles.

Section 4.6 - TREE TRIMMING

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all trees in and along the streets, alleys, Public Ways and places, and private property in the City. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority, and/or its designee(s), in accordance with applicable law, during the term of the Renewal License. Licensee shall use best efforts to obtain prior written permission of the owner of any privately owned tree or other vegetation before it trims or prunes the same.

Section 4.7 - RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface restored in as good condition as reasonably possible as before entry, as soon as reasonably practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

Section 4.8 - TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable written request of any Person, including without limitation, a Person holding a building moving permit issued by the City. The expense of raising or lowering shall be in accordance with applicable law. The Licensee shall be given reasonable notice necessary

to maintain continuity of service.

Section 4.9 - DISCONNECTION AND RELOCATION

The Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any City department acting in a governmental capacity.

Section 4.10 - SAFETY STANDARDS

The Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division and the FCC, all State and legally enforceable local laws, any other applicable and legally enforceable regulations, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

Section 4.11 - PEDESTALS

In any cases in which Pedestals housing active and passive devices are to be utilized, in City Public Ways or within the City public lay-out, such equipment must be installed in accordance with applicable DPW/Highway Department regulations. Pedestals shall be flush at ground level, at City-approved locations to be determined when the Licensee applies for a permit. All such equipment shall be shown on the Cable System maps submitted to the City in accordance with Section 4.13 infra. If required by applicable regulations and/or local by-laws, abutters shall be notified of such new Pedestals and given an opportunity to comment prior to any approval by the City.

Section 4.12 - PRIVATE PROPERTY

The Licensee shall promptly repair or replace all private property, to its previous condition, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System at its sole cost and expense.

Section 4.13 - CABLE SYSTEM MAPS

Upon written request, and not more than once per calendar year, the Licensee shall file with the Issuing Authority or its designee strand maps of the Cable System plant, and by electronic means, if the Licensee has such capability. Strand maps will show those areas in which facilities exist by node, and the location of all served streets.

Section 4.14 - SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing or testing the Cable Television System only during periods of minimum use and, if practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers.

Section 4.15 - COMMERCIAL ESTABLISHMENTS

The Licensee shall be required to make Cable Service(s) available to any commercial establishments in the City provided that said establishment(s) agrees to pay for installation and monthly subscription costs as established by the Licensee.

Section 4.16 - SERVICE OUTAGE NOTIFICATION

Upon written request, the Licensee shall provide a written explanation of any Service outages in the City to the Issuing Authority or its designee(s).

Section 4.17 - DIG SAFE

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to M.G.L. Chapter 82, Section 40.

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1 - BASIC SERVICE

The Licensee shall make available Basic Service to all Subscribers in the City pursuant to applicable statute or regulation.

Section 5.2 – PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall provide a mix, quality and broad categories of Programming carried on the Cable System, as set forth in Exhibit 5.2.

(b) Pursuant to the rules and regulations of the Cable Division, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Northampton Programming line-up at least thirty (30) days before any such change is to take place.

Section 5.3 - LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

Section 5.4 - DVD/VCR/Cable Compatibility

(a) In order that Subscribers to the Cable Television System have the capability to simultaneously view and record any two channels and set DVD/VCR controls to record multiple channels, the Licensee shall provide to any Subscriber, upon request, accessories and written procedures which may allow DVD and/or VCR owners to record and view simultaneously any channel capable of being received by such owner's television set and/or DVD/VCR, the exception being that the Subscriber will not be able to view and record two scrambled Signals simultaneously. Said accessory equipment and written procedures shall be available to all Subscribers Attached hereto, as **Exhibit 5.4** Notice to

Customers Regarding Equipment Compatibility, are the different options available to all subscribers in writing with the applicable charges, if any, on an annual basis.

(b) Pursuant to applicable laws, the Licensee shall not Scramble or otherwise encode, in any manner or form, for the entire term of the Renewal License, (1) any off-the-air Signals or (2) any of the PEG Access Channels. For purposes of this Section 5.5(b), "off-the-air Signals" shall mean any local broadcast television Signals received at the Licensee's Headend without the aid of any intervening relay device or receiving dishes. For purposes of this section, the word "local" shall have the meaning as defined by applicable law and/or regulation.

(c) The Licensee reserves its rights to Scramble or otherwise encode any cable channel(s), except for the channels discussed in Section 5.5(b) above, as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals.

Section 5.5 - CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide service to any person who or which Licensee has reasonable basis to believe is using unauthorized converters. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions. When necessary, non-routine Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

Section 5.6 - FREE DROPS & MONTHLY SERVICE TO PUBLIC NON-SCHOOL BUILDINGS AND SCHOOLS

(a) The Licensee shall provide, install and maintain at no cost Subscriber Cable Drop and/or Outlet, and converter, if necessary, and its monthly Basic Service, or its equivalent, to all police and fire stations, public libraries, schools and other public buildings along its cable routes and any other public buildings and/or schools along its cable routes lawfully designated as a municipal building and occupied and used as such by a municipal entity,

by the Issuing Authority now or in the future. The Licensee shall coordinate the location of each Drop and/or Outlet with each of the aforementioned institutions newly receiving Service. There shall be no costs to the City, the Northampton School Department (the "School Department") and/or any designated institution for the standard installation and provision of monthly Basic Cable Service and related maintenance.

(b) The Licensee shall install any such Drop and/or Outlet and converter, if necessary, within sixty (60) days of any such written request(s) from the Issuing Authority and/or the School Department, weather conditions permitting, at the Licensee's sole cost and expense. The exact locations of said Drops and/or Outlets shall be designated in advance by the Issuing Authority or its designee(s).

(c) The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings and/or institutions entitled to such a Drop and/or Outlet, prior to any such installation.

(d) There shall be no charges to the Issuing Authority, the School Department and/or the City for the standard installation, standard maintenance, and/or standard repair of Drops and/or Outlet(s) to public buildings.

ARTICLE 6

PUBLIC ACCESS

Section 6.1 - ESTABLISHMENT OF AN ACCESS CORPORATION

(a) Effective October 4, 2006, the "Transition Date", the Issuing Authority shall designate a non-profit Access Corporation (hereinafter "Access Corporation") formed as a charitable corporation under Mass. G.L. c. 180, to be responsible for and provide Public, Educational and Governmental ("PEG") Access programming, facilities and equipment for the general purpose of promoting access programming for the general public, organizations within the City and the County, pursuant to the provisions of Article 6 herein. As of the Transition Date, the Licensee shall have no further PEG Access operational and no further PEG Access programming responsibilities in Northampton, unless specifically provided for herein.

(b) Prior to the Transition Date, the Licensee shall continue to operate the Northampton Access studio consistent with its obligations under the prior Franchise Agreement and the attached schedule referenced in Exhibit 6.1.

Section 6.2 - ACCESS CORPORATION

Subject to Licensee making the payments to the Access Corporation as required by this Article 6, the Access Corporation shall provide services to PEG Access Users and the City, as follows:

- (1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.3 below and manage the studio for the general purpose of promoting and stimulating access for the general public, and for shared school and community use;
- (2) Manage the annual funding from Licensee, pursuant to Section 6.4 below;
- (3) Purchase and/or lease equipment, with the funds allocated for such purposes in Section 6.5 below;
- (4) Conduct training programs in the skills necessary to produce PEG Access Programming;

- (5) Provide technical assistance and production services to PEG Access Users, in accordance with available funding;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels, but adoption of operating rules shall include a process of providing the Issuing Authority with an opportunity for consultation and,
- (7) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;
- (8) Assist Users in the production of Programming of interest to Subscribers and focusing on community and City issues, events and activities; and
- (9) Accomplish such other lawful tasks as appropriate and necessary.

Section 6.3 - PEG ACCESS CHANNELS

(a) The Licensee shall continue to make available one (1) PEG Access Channel for noncommercial use by residents of the City, the educational authorities, non-profit and/or charitable organizations serving the City and local government officials. Upon completion of the Northampton High School studio and a written request of the City, the Licensee shall within three (3) months of such a request, activate one additional PEG Access Channel.

(b) The Licensee shall not charge residents of the City, educational authorities, non-profit and/or charitable organizations serving the City or local or any other regional governmental entities for non-commercial use of the PEG Access channels.

(c) At its sole discretion, the Issuing Authority may designate the Public, Educational, and Governmental purposes for each PEG Access Channel subject to the operational control of the Access Corporation with operating rules formulated with consultation of the Issuing Authority. A Public, Educational and Governmental Access (PEG Access) Channel may not be used to cablecast programs for profit or for political or commercial fundraising.

(d) The Issuing Authority may request an additional PEG Access Channel for Access Corporation use, for a total of three (3) PEG Access Channels, so long as a threshold use requirement is met. In order to request the third PEG Access Channel, the existing

PEG Access Channels must be used to cablecast, first run, non-repetitive, locally produced, non-commercial, non-alpha numerical, programming at least eighty percent (80%) of the weekdays (Monday through Friday) for eighty percent (80%) of the time during any consecutive eight-hour period for six (6) consecutive months. The Access Corporation must provide Licensee with written, detailed documentation evidencing the usage meets the threshold requirement. If there is channel space available at the time of the Issuing Authority's written request for a third PEG Access channel under this sub-Section, the Licensee shall make the third PEG Access Channel available within six (6) months. If there is no channel space available on the Basic Cable Service tier, the Licensee shall have eighteen (18) months following receipt of the Issuing Authority's written request in which to make such third PEG Access Channel available.

(e) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Access Corporation, Issuing Authority or City and shall be subject to the operational control and management of the Access Corporation, subject to consultation with the Issuing Authority and subject to such Issuing Authority rights which may expressly be provided herein.

(f) The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels, without advance, written notice to the Access Corporation and Issuing Authority. Licensee shall reimburse the City or its designee for the costs of stationery, envelopes, business cards and "channel-marked items," necessitated by such PEG Access Channel relocation, in an amount not to exceed One Thousand Dollars (\$1000).

Section 6.4 - ANNUAL SUPPORT FOR PEG ACCESS

(a) The Licensee shall provide annual payments to the Access Corporation, for PEG Access purposes, as well as for I-Net Access, and Technology Fund to benefit the City and its subscribers for I-Net related purposes and functionally similar technologies based on Licensee's Gross Annual Revenues, as set forth below, with two-thirds of each payment allocated and payable directly to the Access Corporation and one third to be

for the I-Net and Technology Fund as directed by the Issuing Authority, subject to applicable law:

Three and one half percent (3.5%) in Years One and Two;

Three and three quarters of a percent (3.75%) in Years Three and Four;

Four percent (4%) in Year Five; and

Five percent (5%) in Years Six through Ten

The Issuing Authority agrees that funds allocated under this Section 6.4 and Section 6.5 may not be expended under any circumstances on the I-Net distribution plant owned by Licensee without the written consent of Licensee, however, such funds may be allocated for end-user equipment used in connection with said I-Net distribution plant and the Issuing Authority's I-Net maintenance and other contracts in furtherance of its lawful use of said I-Net.

(b) Said PEG Access payments shall be paid quarterly and calculated on the Gross Annual Revenues from the preceding calendar quarter. The first payment shall be made on August 15, 2006 for the period of April 4, 2006 through June 30, 2006. The second payment shall be made on November 15, 2006 for the period of July 1, 2006 through September 30, 2006. The third payment shall be made on February 15, 2007 for the period of October 1, 2006 through December 31, 2006. The fourth payment shall be made on May 15, 2007 for the period of January 1, 2007 through March 31, 2007. All payments thereafter, for the term of this Renewal License, shall be paid each May 15th, August 15th, November 15th and February 15th based on the Gross Annual Revenues for the preceding calendar quarter as set forth in **Exhibit 6.4(b)**. The final payment shall be due on or by May 15, 2016 for such amount due following the period of January 1, 2016 through April 3, 2016.

(c) The parties acknowledge that any quarterly payment to the Access Corporation due subsequent to the expiration of this License, shall be due as an obligation pursuant to this Renewal License.

(d) The Licensee shall file with each of the payments pursuant to paragraphs (a) above a statement verified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee for the City as required by this Renewal License during the preceding specified

periods. If the Licensee's payments to the Access Corporation were less than the required percentage for the reporting period, it shall pay any balance due to the Access Corporation no later than its subsequent payment. Payments shall be accompanied by the reporting form found under **Exhibit 6.4(a)**.

(e) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access User, who or which distributes any Service over the Cable System for which charges are assessed to Subscribers but not received by the Licensee, shall pay an amount equal to the percentages required by paragraphs (a) above of such Person's Gross Annual Revenues.

(f) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments shall accrue from the date due at the rate of two percent (2%) above the Prime Rate.

(g) In the event that during the License term the Access Corporation dissolves, disbands or otherwise becomes defunct, the Issuing Authority and the Licensee shall meet to discuss with the appropriate disposition of any remaining annual or capital payments pursuant to this License. The City may elect that any such future PEG-related payments be made to the City or an alternate designee of the City in furtherance of its PEG-related program, subject to applicable law.

Section 6.5 – PEG ACCESS CAPITAL-EQUIPMENT PAYMENTS

(a) The Licensee shall make capital equipment payments to the Access Corporation or to the Issuing Authority as an intermediary for the Access Corporation for PEG Access purposes in the amount of \$225,000.00, payable as follows: One Hundred Twenty-Five Thousand Dollars (\$125,000.) shall be paid within sixty (60) days of the License execution date. One Hundred Thousand Dollars (\$100,000) shall be paid by May 4, 2007.

(b) Under no circumstances shall said capital/equipment payments be counted against: (i) the annual funding payable to the Access Corporation pursuant to Section 6.4 above; (ii) the License Fees payable to the City pursuant to Section 7.1 *infra*; and/or (iii) any other fees or payments required by applicable law.

(c) In the event that the equipment payments required herein are not tendered to the Access Corporation on or before the dates fixed herein, interest due on such equipment payments shall accrue from the date due at the rate of two percent (2%) above the Prime Rate.

Section 6.6 - EQUIPMENT OWNERSHIP

(a) The Access Corporation shall own, operate, repair and replace all PEG Access equipment purchased with funding pursuant to Section 6.5 above and only for use in accordance herewith and shall forever be for use of the Access Corporation for the general public and for promoting and stimulating access programming. The Licensee shall have no obligation to maintain, insure, replace or repair any such PEG Access equipment. The Access Corporation shall maintain liability insurance for the equipment and studio space and shall name the City and its Departments as additional insureds. Subject to the Articles of Incorporation to be drafted hereafter and separate agreement between the City and Access Corporation, all equipment shall revert to the City of Northampton in the event that the designated Access Corporation ceases to exist, however, such equipment shall be held in trust for similar charitable uses.

(b) No later than the Transition Date, the Licensee shall deed over and assign to the Access Corporation, without warranty, all existing Licensee-owned PEG Access studio and production equipment and the furniture in the studio and other studio appurtenances for the amount of One Dollar (\$1.00) as set forth in **Exhibit 6.6(b)**. The Licensee shall reasonably maintain, repair or replace said equipment until the Transition Date. The Licensee shall not be responsible for said equipment after the Transition Date. Said equipment shall be deeded in "as is" condition and without warranty by way of a Bill of Sale. Upon transfer of said equipment, the Licensee shall not have any further responsibility whatsoever for equipment owned by the Access Corporation, City and/or its designees, including but not limited to maintenance, insurance, repair and/or replacement of said equipment.

Section 6.7 - RECOMPUTATION

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under this section. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal year and shall occur in no event later than eighteen (18) months after the License Fees are tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have thirty (30) days after a written request from the Issuing Authority to provide the City with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not reasonably believe that such documentation supports the accuracy of such payments, the Issuing Authority may conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Access Corporation, such fee shall be paid within forty-five (45) days after such audit and recomputation. The interest of such additional fee shall be charged from the due date at the Prime Rate plus 2% during the period that such additional amount is owed. The Licensee shall contribute to the costs of such audit up to \$2,500.00, if, after such audit and recomputation, an additional fee is owed to the Access Corporation.

Section 6.8 - PEG ACCESS CHANNELS MAINTENANCE

(a) The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels. The Access Corporation shall be responsible for the production cable casting quality of all PEG Access Programming.

(b) For each PEG Access Channel to be activated, the Issuing Authority and/or its designee(s) is responsible for providing a video Signal with accompanying audio signal to and through the output of the Issuing Authority's or its designee(s)' modulator that meets the minimum FCC technical standards. The Issuing Authority's or its designee(s)'

responsibilities include the purchase, maintenance, repair and/or replacement of said end user modulator. After the output of the Issuing Authority's and/or its designee(s)' modulator is the demarcation point for connection to the Licensee's video return line(s). The Licensee's responsibility for Signal transport begins immediately after the output of the modulator.

Section 6.9 - PEG ACCESS CABLECASTING

(a) In order that the Access Corporation can cablecast its Programming over the PEG Access Downstream Channels, all PEG Access Programming shall be modulated, then transmitted by access users from any location with Origination Capability to the Cable System Headend, without charge, to the City and the Access Corporation for their use. Locations with remote video origination capability shall include those sites on the Institutional Network listed in **Exhibit 6.9** attached and incorporated herein and the Access Corporation studio at the High School located at 380 North Elm Street. Additional video origination locations may be added, if technically feasible, at the sole cost of the Issuing Authority. Licensee shall maintain such added video origination locations, if any, for the term of the License.

(b) The Licensee shall provide the Access Corporation and/or the City with the capability to ensure that said PEG Access Programming is automatically switched at the Licensee's headend to the appropriate Downstream Channel, in an efficient and timely manner. All programming switching at the studio and other origination points will be the responsibility of the designated access provider, subject to clause (c) below. At the Headend, said Access Programming shall be retransmitted in the downstream direction on one of the PEG Access Downstream Channels. The Licensee shall not charge the City and/or the Access Corporation for such switching responsibility. The Licensee and the Issuing Authority shall meet and engage in discussions to resolve any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Licensee shall provide and maintain, at its sole cost and expense, all necessary Licensee Headend and/or Hub processing equipment in order to switch

Upstream Signals from the Issuing Authority and/or the Access Corporation to the designated Downstream Access Channel(s).

Section 6.10 - MISCELLANEOUS ACCESS MATTERS

Subject to applicable law, the Licensee shall not engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law. The Licensee reserves the right to pass through PEG Access and other costs associated with this Renewal License to Subscribers in accordance with applicable laws and regulations and in accordance with the terms of this license. Funds payable to the Access Corporation are intended to be in the nature of restricted grant payments to a non-profit corporation for charitable purposes supporting the public purpose of promoting community access programming and education and are subject to pass through to Subscribers to the extent allowed and in accordance with applicable laws and regulations.

Section 6.11 – INSTITUTIONAL NETWORK

(a) Licensee shall continue to provide, own, operate, maintain and make available to the Issuing Authority and its designees its current, separate I-Net as outlined in Exhibit 6.9, for audio, video and data at the levels current as of the Execution Date at no charge to the City, its departments and/or the Access Corporation and subject to Section 6.14 (b) referenced herein. The I-Net shall have a minimum capacity of 550 MHz and capable of transmitting 5-116 MHz in the reverse direction and 156-550 MHz in the forward direction and shall be for the sole use of the City. Licensee shall maintain the I-Net in accordance with FCC signal quality technical specifications.

(b) Licensee will be available to be dispatched for maintenance at the request of the Issuing Authority and if it is determined that the maintenance issue is as a result of end user equipment or municipal user error, the Licensee reserves the right to charge the City, for reasonable labor and material costs of the Licensee, as agreed to by the parties prior to the commencement of work for data transmission maintenance.

(c) If the Issuing Authority elects, by written notification to Licensee, to discontinue the I-Net for data transfer purposes six months prior to the 4th anniversary of the Effective Date of the License or any time prior to said date, Licensee shall pay to the Issuing Authority One Hundred Seventy-five Thousand Dollars (\$175,000) for release of said data transfer obligations hereunder, which sum shall not be subject to rate pass-through or itemization.

(d) If the Issuing Authority elects to continue the I-Net for data after Year 4 of the License, Licensee shall have no obligation to guarantee the integrity of data transmission over the I-Net, and the Issuing Authority may transmit data over the I-Net at its own risk. Licensee will continue to operate and maintain the I-Net as it was maintained and operated prior to the execution of this License, and for the term of this license, subject to the referenced restrictions set forth herein. Licensee shall maintain the I-Net for the term of the License pursuant to FCC technical specifications.

(e) The City and its designated I-Net users shall be solely responsible for any and all end-user interface equipment, including but not limited to, modems, and origination site modulation.

(f) Licensee shall be responsible for underlying I-Net distribution plant and I-Net headend.

(g) In the event Issuing Authority discontinues the I-Net for data under paragraph (d) the Licensee shall maintain those locations specifically designated for I-Net video origination capability in Exhibit 6.9 for the term of the License.

(h) In the event the Issuing Authority issues an additional cable television license(s) requiring carriage of PEG Access programming supported by this License, the holder(s) of such additional license(s) ("Additional Licensee(s)") shall be responsible for interconnection to video origination sites, but shall not interconnect to Licensee's video return lines, and the costs of such interconnection to video origination sites shall be borne by the Additional Licensee(s). Notwithstanding anything to the contrary herein, such interconnection shall be subject to and in accordance with applicable law.

Section 6.12 – FRANCHISE COSTS

The parties acknowledge Licensee may pass-through franchise-related PEG Access, I-Net and other franchise costs associated with this Renewal License to the extent permitted by and in accordance with applicable laws and regulations.

ARTICLE 7 LICENSE FEES

Section 7.1 - LICENSE FEE PAYMENTS

(a) The Licensee shall pay to the City, throughout the term of the Renewal License, an annual License Fee in the amount of fifty cents (\$.50) per Subscriber per year, or such different amount as may be permitted by applicable law(s). Said License Fee payment shall be made to the City on March 15th of each year of the Renewal License, unless a different date is required by applicable law.

(b) The Licensee shall not be liable for a total franchise fee financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall not include the following: (i) any interest due herein to the City because of late payments; (ii) the equipment or capital payments payable to the Access Provider pursuant to Section 6.4 and 6.14(c) supra;; (iii) any payments related to any liquidated damages pursuant to Section 11.2 infra.; (iv) the existing PEG Access equipment pursuant to Section 6.6; and (v) any payments, expenses, or replenishment of the Performance Bond pursuant to Section 9.2 infra.

Section 7.2 - OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee and/or any Affiliated Person shall be required to pay to the City, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments, all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments, except as permitted by applicable law.

Section 7.3 - LATE PAYMENT

In the event that the License or Franchise Fees herein required are not tendered on or before the dates fixed in Section 7.1 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the annual Prime Rate.

Section 7.4 - METHOD OF PAYMENT

All License Fee payments by the Licensee to the City pursuant to this Renewal License shall be made payable to the City and deposited with the City Treasurer.

ARTICLE 8

RATES AND CHARGES

Section 8.1 - RATE REGULATION

The Issuing Authority reserves the right to regulate the Licensee's Cable Service rates and charges to the extent allowable under State and federal laws and recognizes no such right as of the execution date of this agreement.

Section 8.2 - NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all Services offered by the Licensee, all Cable Service rates and charges of any kind, and all terms or conditions relating thereto.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subject to applicable law, Subscribers shall have at least thirty (30) days prior to the effective date of any Cable Service rate increase to either downgrade service or terminate Service altogether without any charge. Change of Service policies shall be in compliance with 207 CMR 10.00 et seq., attached hereto as ***Exhibit 8.2***.

Section 8.3 - PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber Services shall be published. All of the Licensee's rates, charges and pricing for Subscriber Services shall be non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in the Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining Subscribers.

Section 8.4 - CREDIT FOR SERVICE INTERRUPTION

In the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate in accordance with applicable law(s).

ARTICLE 9

INSURANCE AND BONDS

Section 9.1 - INSURANCE

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period, pursuant to M.G.L. Chapter 166A, §5(c), with the City as an additional insured, indemnifying the City and the Licensee from and against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable Television System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars (\$1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000.00).

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the entire term of this Renewal License. All expenses incurred for said insurance shall be at the sole cost and expense of the Licensee.

(d) The following conditions shall apply to the insurance policies required herein:

- (i) Such insurance shall commence no later than the Effective Date of this Renewal License.
- (ii) Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance for contributions.
- (iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

(e) Licensee shall provide the Issuing Authority with insurance certificates showing the City as an additional insured upon written request of the Issuing Authority.

Section 9.2 - PERFORMANCE BOND

(a) The Licensee shall submit and maintain throughout the term of the Renewal License, and any removal period thereto, a performance bond in the sum of Fifty Thousand Dollars (\$50,000), running to the City, with good and sufficient surety satisfactory to the Issuing Authority and licensed to do business in the State, to guarantee the substantial compliance with the material terms of this license

(b) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of the provisions in paragraph (a) above.

(c) In the event that the City recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 9.3 - REPORTING

Upon written request, on an annual basis, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding (i) all insurance policies as required herein and (ii) the performance bond as required herein.

Section 9.4 - INDEMNIFICATION

The Licensee shall indemnify, defend and hold harmless the Issuing Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Licensee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Issuing Authority shall give the Licensee timely written notice of its obligation to indemnify and defend the Issuing Authority following receipt of a claim or action pursuant to this Section. If the Issuing Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Issuing Authority

Section 9.5 - NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies and performance bond required herein shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

It is hereby understood and agreed that this policy (or bond) shall not be cancelled, or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1 - REGULATORY AUTHORITY

The Issuing Authority and/or its designee pursuant to this Renewal License and applicable law shall be responsible for the day-to-day regulation of the Cable Television System. The Issuing Authority and/or its designee shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 infra.

Section 10.2 - PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing every year of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance to the terms and conditions of this Renewal License, with emphasis on System construction and upgrade, the Institutional Network, customer service and Complaint response, programming, and PEG Access channels, facilities and support; (ii) hear comments, suggestions and/or Complaints from the public; and (iii) for informational purposes only, may comment on and generally discuss new and relevant Cable System and PEG Access technology.

(b) The Issuing Authority shall have the right to question the Licensee on any aspect of this Renewal License including, but not limited to, the construction, upgrade, installation, operation and/or maintenance of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such non-proprietary documents or other materials as are reasonably requested from the City. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within thirty (30) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance and send one (1) copy to the Licensee and file one (1) copy with the City Clerk's Office. If non-compliance is found which results in a violation of any of the provisions of this Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 infra.

Section 10.3 - NONDISCRIMINATION

The Licensee shall not unlawfully discriminate against any Person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the City, sex, affectional preference, gender identity, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other applicable requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License.

Section 10.4 - EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the City, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the City shall have the right to do so at the sole cost and expense of the Licensee. Subject to applicable law, the Licensee shall reimburse the Issuing Authority the cost and expense of such emergency removal within thirty (30) days of submission of a bill thereof.

Section 10.5 - REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power

to remove or relocate the same at the sole cost and expense of the Licensee.

Section 10.6 - INSPECTION

The Issuing Authority or its designee(s) shall have the right to inspect the plant, equipment or other property of the Licensee in the City at reasonable times and under reasonable circumstances; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable written notice to the Licensee. The Licensee shall be entitled to have a representative present during such inspections. The Licensee shall fully cooperate in these activities.

Section 10.7 - JURISDICTION

Jurisdiction and venue over any dispute, action or suit related to this Renewal License shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by the instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

ARTICLE 11
DETERMINATION OF BREACH-LIQUIDATED
DAMAGES-LICENSE REVOCATION

Section 11.1 - DETERMINATION OF BREACH

(a) In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of the Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

- (i) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or
- (ii) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at fourteen (14) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(b) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing.

(c) Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal

License. In the event that the Issuing Authority, after such hearing, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

- (i) assess liquidated damages in accordance with Section 11.2 below;
- (ii) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- (iii) commence an action at law for monetary damages;
- (iv) foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;
- (v) declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;
- (vi) invoke any other lawful remedy available to the City.

Section 11.2 - LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be assessed by the Issuing Authority, payable by the Licensee, subject to Section 11.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 11.1 above.

- (1) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2.6 herein, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance continues.
- (2) For failure to comply with the PEG Access payment requirements in accordance with Article 6 herein, One Hundred Fifty Dollars (\$150.00) per day, for each day that any such non-compliance continues.
- (3) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.4 *infra*, and **Exhibit 12.5** attached hereto, One Hundred Dollars (\$100.00) per day that any such non-compliance continues.

- (4) For failure to provide, install and/or fully activate the Subscriber Network Drops and/or Outlets provided pursuant to Section 5.6 herein, Fifty Dollars (\$50.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.
 - (5) For failure to submit reports, pursuant to Article 14 herein, Fifty Dollars (\$50.00) per day per report, that each and any of said reports are not submitted as required.
 - (6) Fees for failure to comply with PEG Access operational provisions and or timelines in Article 6 herein One Hundred and Fifty Dollars (\$150.00) per day for each day that any such non-compliance continues.
- (b) Such liquidated damages shall not be a limitation upon, any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies
- (c) Each of the above-mentioned cases of non-compliance shall result in damage to the City, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

Section 11.3 - REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law, in the event that the Licensee fails to comply with any material provision of the Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

Section 11.4 - TERMINATION

The termination of this Renewal License shall become effective, and the Licensee's rights herein shall terminate, upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.3

above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of this Renewal License. In the event of any termination, the City shall have all of the post-termination rights provided in this Renewal License and under applicable law.

Section 11.5 - NOTICE TO CITY OF LEGAL ACTION

In the event that the City or Licensee has reason to believe that the other party has acted, or has failed to act, in such a manner as to give rise to a claim, in law or equity, against the other party, and either the City or the Licensee intends to take legal action, said party shall (i) give the other party at least forty-five (45) days notice, unless, in good faith, time and events do not allow for such a period, that an action will be filed, (ii) meet with the other party before filing any such action

Section 11.6 - NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the City to invoke any remedy under the Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

Section 11.7 - NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the Issuing Authority or the City to exercise, and no delay in exercising, any right in the Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in the Renewal License shall impair any of the rights of the City, the Issuing Authority or Licensee under applicable law, subject in each case to the terms and conditions in the Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority or the City at any one time shall not affect the exercise of such right or remedy or any

other right or remedy by the City at any other time. In order for any waiver of the City to be effective, it shall be in writing. The failure of the Issuing Authority, the City or the Licensee to take any action in the event of any breach by the Licensee, City or Issuing Authority shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority, the City or the Licensee to take any action permitted by the Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee, City or Issuing Authority

ARTICLE 12
SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1 - TELEPHONE ACCESS

(a) The Licensee shall maintain sufficient customer service representatives to handle all Subscriber calls during Normal Business Hours.

(b) The Licensee's main customer service office(s) shall have a publicly listed telephone connection for Northampton Subscribers.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, as defined, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standards shall be met no less than ninety (90) percent of the time under Normal Operating Conditions, as defined at 47 C.F.R. §76.309, measured on a quarterly basis.

(d) A Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under Normal Operating Conditions.

(e) The Licensee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

Section 12.2 - CUSTOMER SERVICE CALL CENTER

(a) The Licensee shall maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call center. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

(b) In the event that the Licensee does not maintain operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, Complaints and emergencies, and provide proper referral regarding billing and other subscriber

information. All such after-hours calls shall be logged by the Licensee. Said answering service shall (i) forward all inquiries and/or Complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her Complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 12.3 - INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) Subject to applicable law, the Licensee shall respond to all requests for aerial standard installation(s) within seven (7) working days of such request, or at such other time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as practicable. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrow interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays).

(b) A Subscriber complaint or request for service received after Normal Business Hours shall be responded to the next business day.

(c) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours.

(d) System outages shall be responded to promptly, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(e) The Licensee shall remove all Subscriber Drop Cables, within fourteen (14) working days of receiving a request from a Subscriber to do so.

Section 12.4 - FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, which standards are attached hereto, and made a part hereof, as ***Exhibit 12.4***.

Section 12.5 - BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as ***Exhibit 12.5*** and made a part hereof, as the same may exist or as may be amended from time to time:

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iii) Form of Bill;
- (iv) Advance Billing, Issuance of Bills;
- (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vi) Charges for Disconnection or Downgrading of Service;
- (vii) Billing Disputes; and
- (Viii) Security Deposits

Section 12.6 - COMPLAINT RESOLUTION PROCEDURES

(a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints/inquiries, as follows:

- (i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within ten (10) business days after receiving such request, send a written report to the Issuing

Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

- (ii) Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of the Renewal License and the implementation of Complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the Complaint, the Subscriber shall meet jointly in Northampton with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and attempt to resolve such matter.

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

(d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber Complaints, the Issuing Authority or its designee(s) and the Licensee shall discuss, in good faith, possible amendments to the Licensee's procedures for the resolution of Complaints.

Section 12.7 - REMOTE CONTROL DEVICES

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices which are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscribers.

Section 12.8 - LOSS OF SERVICE-SIGNAL QUALITY

The Licensee shall comply with all applicable FCC statutes, regulations and standards relating to quality of the video signals transmitted over the Cable System.

Section 12.9 - EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering, or seeking entrance, upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to display an employee identification card issued by the Licensee and bearing a picture of said employee.

Section 12.10 - PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in the Article 12 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with the policy.

Section 12.11 - PRIVACY WRITTEN NOTICE

Subject to applicable law, at the time of entering into an agreement to provide any Cable Service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for

the protection of subscriber privacy.

Section 12.12 - MONITORING

(a) Subject to applicable law, unless otherwise required by court order, neither the Licensee nor its agents nor the City nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, connections or Converters, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall promptly report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee, other than as permitted herein.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

Section 12.13 - DISTRIBUTION OF SUBSCRIBER INFORMATION

(a) Subject to applicable law, the Licensee shall not disclose personally identifiable information concerning any Subscriber without the prior written or electronic consent of the Subscriber concerned.

(b) The Licensee may disclose such information if the disclosure is:

- (i) necessary to render, or conduct a legitimate business activity related to, a Cable Service or other service provided by the Licensee to the Subscriber; and/or made pursuant to a court order authorizing such disclosure; or

- (ii) a disclosure of the names and addresses of Subscribers to any Cable Service or other service, if (a) the Licensee has provided the Subscriber the opportunity to prohibit or limit such disclosure, and (b) the disclosure does not reveal, directly or indirectly, the (i) extent of any viewing or other use by the Subscriber of a Cable Service or other service provided by the License, or (ii) the nature of the transaction made by the Subscriber over the Cable System.

Section 12.14 - INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by Section 631 of the Cable Act and applicable laws, neither the Licensee nor its agents nor its employees shall make available to any third party, including the City, information concerning the viewing habits or subscription package decisions of any individual Subscriber. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber as soon as practicable, unless such notification is otherwise prohibited by applicable law or the court.

Section 12.15 - SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) The Licensee shall promptly make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) A Subscriber or User may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 12.16 - PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall periodically review Article 12 to determine that it effectively addresses appropriate concerns about privacy.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1---GENERAL

(a) Upon written request of the Issuing Authority, the Licensee shall promptly submit to the City any information in such form and containing such information as may be reasonably requested by the Issuing Authority, which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the City Counsel for a determination of the validity of the Licensee's claim of a proprietary interest. In the event of a disagreement, the parties shall submit the matter to the appropriate appellate entity.

Section 13.2 - FINANCIAL REPORTS

(a) No later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with Cable Division Forms 200 showing a balance sheet sworn to by the Licensee's Financial Representative, in accordance with applicable law. Said forms shall contain such financial information as required by applicable law.

(b) The Licensee shall provide any other reports required by State and/or federal law.

Section 13.3 - CABLE SYSTEM SUBSCRIBER NUMBERS REPORT

The Licensee shall file annually with the Issuing Authority a summary of the number of Basic Service Subscribers.

Section 13.4 - IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of Sections 12.2 and 12.5 of this Renewal License, the Licensee shall provide, upon written request of the

Issuing Authority, the Issuing Authority with a report of regional telephone traffic, generated from an in-house automated call accounting or call tracking system, not more than once per year unless a finding of non-compliance has been shown.

Section 13.5 - SUBSCRIBER COMPLAINT REPORT

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of Cable Division Form 500 (See ***Exhibit 13.5***) to the Issuing Authority, or its designee(s), as required by the Cable Division. The Licensee shall record all written and verbal Complaints of its Subscribers on said Form 500.

Section 13.6 - INDIVIDUAL COMPLAINT REPORTS

Subject to Sections 12.7 and 12.14(a) supra, the Licensee shall, within ten (10) business days after receiving a written request from the City, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

Section 13.7 - SEMI-ANNUAL PERFORMANCE TESTS

Upon written request, the Licensee shall provide copies of performance tests to the Issuing Authority in accordance with FCC regulations, at 47 C.F.R. §76.601 et seq.

Section 13.8 - QUALITY OF SERVICE

Where there exists evidence, which in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which casts such doubt(s), in a notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

Section 13.9 - DUAL FILINGS

To the extent required by applicable law, upon written request, the Licensee shall make available to the City, at the Licensee's expense, copies of any petitions or written communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder and subject to Section 13.1 supra.

Section 13.10 - ADDITIONAL INFORMATION

At any time during the term of the Renewal License, upon the reasonable written request of the Issuing Authority, the Licensee shall not unreasonably deny any requests for further information which may be required to establish the Licensee's compliance with its obligations pursuant to the Renewal License and subject to Section 13.1 supra.

Section 13.11 - INVESTIGATION

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a City governmental agency.

ARTICLE 14 EMPLOYMENT

Section 14.1 - EQUAL EMPLOYMENT OPPORTUNITY

The Licensee shall be an Equal Opportunity Employer adhering to all federal, State laws and regulations.

Section 14.2 - NON-DISCRIMINATION

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supercedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

Section 15.2 - CAPTIONS

The captions to sections throughout the Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of the Renewal License.

Section 15.3 - SEPARABILITY

If any section, sentence, paragraph, term or provision of the Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Renewal License.

Section 15.4 - ACTS OR OMISSIONS OF AFFILIATES

During the term of the Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, upgrade, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

Section 15.5 - RENEWAL LICENSE EXHIBITS

The exhibits to the Renewal License, attached hereto, and all portions thereof, are incorporated herein by reference and expressly made a part of the Renewal License.

Section 15.6 - WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Effective Date of the Renewal License:

- (i) The Licensee is duly organized, validly existing and in good standing under the laws of the State;
- (ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Effective Date of the Renewal License, to enter into and legally bind the Licensee to the Renewal License and to take all actions necessary to perform all of its obligations pursuant to the Renewal License;
- (iii) The Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;
- (iv) There is no action or proceedings pending or threatened against the Licensee which would interfere with its performance of the Renewal License;
- (v) As of the effective date of this Renewal License and pursuant to Section 625(f) of the Cable Act, the performance of all terms and conditions in the Renewal License is commercially practicable.

Section 15.7 - FORCE MAJEURE

If by reason of Force Majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "Force Majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies,

political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; and unavailability of essential equipment, services and/or materials and/or other matters beyond the control of the Licensee.

Section 15.8 - REMOVAL OF ANTENNAS

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber an adequate switching device to allow said Subscriber to choose between cable and non-cable television reception.

Section 15.9 - SUBSCRIBER TELEVISION SETS

The Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance or installation.

Section 15.10 - APPLICABILITY OF RENEWAL LICENSE

All of the provisions in the Renewal License shall apply to the City, the Licensee, and their respective successors and assignees.

Section 15.11 - NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Office of the Mayor, City of Northampton, City Hall, 210 Main Street, Northampton, Massachusetts 01060, with one (1) copy to the City Counsel, and one (1) copy to the Cable Advisory Committee at the Northampton City Hall, or such other address as the Issuing Authority may specify in writing to the Licensee. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the Director of Government Affairs, 3303 Main Street, Springfield, MA 01107, with copies to Vice President of Government Affairs, Comcast, 676 Island Pond Road, Manchester, New Hampshire, 03109 and Comcast, Attn: Government Affairs, 1500 Market Street, Philadelphia, PA 19102, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

Section 15.12 - NO RECOURSE AGAINST THE ISSUING AUTHORITY

In accordance with Section 635A(a) of the Cable Act, the Licensee shall have no recourse whatsoever against the Issuing Authority, the City and/or its officials, boards, commissions, committees, advisors, designees, agents, and/or its employees other than injunctive relief or declaratory relief, arising out of any provision or requirements of the Renewal License or because of enforcement of the Renewal License.

Section 15.13 - CITY'S RIGHT OF INTERVENTION

The City hereby reserves to itself, and the Licensee acknowledges the City's right as authorized by applicable law or regulation, to intervene in any suit, action or proceeding involving the Renewal License, or any provision in the Renewal License.

Section 15.14 - TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the execution of the Renewal License and shall continue for the term of the Renewal License except as expressly provided for otherwise herein.

EXHIBIT 5.2(a)
PROGRAMMING

Licensee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming.

CHANNEL LINE-UP

See Attached

DIGITAL CHANNEL Line-Up

Digital Classic

1	ON DEMAND
202	Fix
210	National Geographic Ch.°
211	style.
212	Independent Film Channel
214	TV One
215	Women's Entertainment
218	PBS Kids Sprout°
219	G4
220	Nicktoons
221	Discovery Kids°
222	Toon Disney°
223	Noggin
224	Nick GAS°
226	Discovery Health
227	The Science Channel°
229	Trinity Broadcast Network°
234	Jewelry TV by ACN
235	Black Family Channel
236	The Word Network
238	EWTN
241	BBC America
245	WeatherScan Local
248	ESPNNews
251	AZN Television
271	fuse
273	MTV2
275	VH-1 Soul
277	VH-1 Classic
282	CMT
705	Canal 52MX

Digital Plus

201	Sundance Channel
203	Encore Action
204	Encore Love
205	Encore Mystery
206	indieplex
207	Encore Westerns
216	Oxygen
225	retroplex
226	Nick Too
230	FITV
231	iLife TV
233	Discovery Home Channel
239	Fine Living Channel
240	Do It Yourself Network°
242	History International
243	Biography Channel
252	Discovery Times
253	Military Channel
260	TVG
265	NFL Network
270	Lifetime Movie Network
272	MTV Hits
276	VH-1 Country
279	Great American Country
280	MTV Jams
281	LOGO
286	Encore
711	MTV español

Digital Premier Pack

213	Turner Classic Movies
216	Oxygen
246	Bloomberg
250	Speed Channel
251	AZN Television
255	Outdoor Channel
256	Fox Soccer
257	NBA TV
269	Celticvision
271	fuse
274	BET on Jazz
278	Fox Movies FXM

Sports Pack

250	Speed Channel
255	Outdoor Channel
256	Fox Soccer
257	NBA TV
260	TVG
261	CSTV
262	FCS Atlantic
263	FCS Central
264	FCS Pacific
265	NFL Network
266	Tennis Channel
714	Gol TV

Digital Premium

301	HBO
302	HBO2
303	HBO Signature
304	HBO Family
305	HBO Comedy
306	HBO Zone
307	HBO Latino
321	Starz
322	Starz Edge
323	Starz InBlack
324	Starz Kids & Family
325	Starz Cinema
326	Starz Comedy
327	Cinemax
328	MoreMAX
329	ActionMAX
330	ThrillerMAX
331	Showtime
332	Showtime Too
333	Showtime Showcase
334	Showtime Extreme
335	Showtime Beyond
336	Flix
338	The Movie Channel
339	TMC Xtra
340	Playboy Channel†

Pay-Per-View

401-407	Home Theater
435	Pleasure
451	Playboy
452	Spice
453	Playboy español
457	The Hot Network
459	The Hot Zone

Music Choice®***

Channels 501-540

Channel information available on musicchoice.com

Sports Pay-Per-View

600	NBA.com
601-611	Team 1-11
621-630	MLB-NHL Game

International Channels

679	RAI
681	SPT
688	TV5MONDE
701	Zee TV
702	Zhong Tian
703	RTN
704	Supercanal Caribe
705	Canal 52MX
706	Discovery en español
707	Cine Latino
708	Fox Sports en español
709	CNN en español
710	Toon Disney
711	MTV español
712	Casa Club TV
713	Cine Mexicano
714	Gol TV (English)
715	NFL Network (English)
716	The History Channel en español
717	WAPA America

704-717 Canales Selecto Package

High-Definition Programming*

Channels 802-832

Available Broadcasters**

ABC
CBS
FOX
NBC
PBS
WB

Additional HD Networks:***

833	TNT HD
839	Discovery HD
845	Universal HD
849	ESPN HD
853	Cinemax HD
870	HBO HD
875	Starz HD
877	Showtime HD
881	INHD
882	INHD2/NESN HD/FSN HD

Some restrictions apply. *High-definition (HD) channels, including local signals, are subject to availability. A high-definition (HD) television set (not provided) and HD capable equipment is required. High-definition (HD) or digital capable equipment is required to receive Digital Cable channels. **High-definition (HD) local broadcast signals are included with Basic Service subscription. See Basic and Expanded Basic channel line-up for channel numbers and availability. ***Minimum service level required in order to receive this channel. †Not available as part of Digital Silver, Gold or Platinum. Available as an A la carte channel only. ° Family Tier is available to customers who subscribe to Basic Service only. Family Tier requires a digital cable box and remote control, billed in addition to the Family Tier price. Additional equipment fees may apply. Pricing does not include applicable taxes, franchise and FCC fees. Music Choice® and ON DEMAND are not available with the Family Tier. Family Tier can not be combined with any other Comcast Digital Cable Package. Premium channels are available at an additional cost to Family Tier subscribers.

Comcast
1-800-COMCAST

West 04/06

ANALOG CHANNEL Line-Up*

2 WGBY-57 (PBS)/ HD Channel 857†	28 MTV	55 Spike TV
3 WSHM-67 (CBS)	29 VH-1	56 Univision
4 WGGB-40 (ABC)/ HD Channel 840†	30 FX	57 Bravo
5 WWLP-22 (NBC)/ HD Channel 822†	31 TBS	58 The History Channel
6 WTIC-61 (FOX)/ HD Channel 861†	32 Home & Garden TV°	59 AMC
7 New England Cable News	33 TNT	60 Cartoon Network
8 Revenue Frontier	34 E! Entertainment	61 Comedy Central
9 CN8	35 USA Network	62 Sci-Fi Channel
10 Product Information Network	36 Lifetime	63 Animal Planet
11 WDMR-65 (IND)	37 A&E	64 TV Land
12 Educational Access**	38 The Learning Channel	65 MSNBC
13 WEDH-24 (PBS)	39 Discovery Channel	66 Travel Channel
14 WSBK-38 (UPN)	40 Court TV	67 Food Network°
15 Public Access	41 Fox News	68 GSN/ Leased Access
16 WBQT-13 (WB)	42 CNN	69 The Golf Channel
17 BET	43 CNN Headline News°	70 HSN
21 EWTN/Inspirational	44 C-SPAN°	71 QVC
24 Disney Channel°	45 C-SPAN2°	95 CMT
25 Nickelodeon°	46 CNBC	96 TV Guide Channel
26 ABC Family Channel	47 The Weather Channel°	209 WGBY World**
27 Great American Country	48 ESPN Classic	217 'GBY Kids**
	49 ESPN	237 WGBY Create**
	50 ESPN2	
	51 NESN	Additional Channels
	52 Fox Sports Net	200 movieplex** ‡
	53 Hallmark Channel	
	54 Outdoor Life Network	

* Subject to availability. ** Now available in all digital format. Digital capable equipment is required. Channels subject to availability. † HD capable equipment is required. ‡ Minimum service level of Standard Cable required to receive this channel. ° Family Tier is available to customers who subscribe to Basic Service only. Family Tier requires a digital cable box and remote control, billed in addition to the Family Tier price. Additional equipment fees may apply. Pricing does not include applicable taxes, franchise and FCC fees. Music Choice® and ON DEMAND are not available with the Family Tier. Family Tier can not be combined with any other Comcast Digital Cable Package. Premium channels are available at an additional cost to Family Tier subscribers.

** Available in Deerfield, Sunderland and Whately only.

- ☐ Basic Service
 ☒ Expanded Basic Service
 ☒ Additional Channels

Chester, Conway, Deerfield, Hatfield, Huntington, Northampton, Sunderland, Westhampton, Whately & Williamsburg, MA 04/06

Comcast.

EXHIBIT 5.4
Notice to Customers Regarding Equipment Compatibility

(See Attached)

Important Notices To Our Customers

How to Use Your Cable Service

Notice to Customers Regarding Equipment Compatibility

Book I-X42319 Revised 7/09

HOW TO USE YOUR CABLE SERVICE


Congratulations on your choice of one of the world's best entertainment and information media - cable TV! We have designed our Comcast cable television service to be as simple to use as it is exciting to explore!

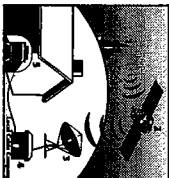
This information is provided to enable you to be more knowledgeable about your service and to answer any questions you may have about it.

HOW CABLE TELEVISION WORKS

Cable television brings you more channels and generally better reception than over-the-air reception of broadcast television because the television signal travels to your home by way of cable rather than through the air. Because satellite television stations are brought into your home through miles of high-quality coaxial cable, your television reception is uninterrupted by trees, buildings and other surface obstacles.

In addition to certain local television stations, communications satellites allow you to receive many additional channels through cable television. A large selection of viewing choices is available from your cable company. Here is how these channels are received:

1. Individual television programs are produced in many locations around the world.
 2. These programs are transmitted to communication satellites that orbit the earth. These satellites stay in a fixed position 22,500 miles above the earth, allowing them to transmit signals to your community.
 3. Local satellite dishes receive these signals.
 4. The cable television control center – the "head-end" – processes these satellite signals along with the signals from your local television stations and other sources, so they can be transmitted over our cable system to your home.
 5. These quality television programs are brought to your home by way of hundreds of miles of cable, either strung on poles or buried underground.
- 



INSTALLATION

Someone over 18 years of age must be home during the installation of your cable television service. This will ensure a thorough and complete installation and will allow you to become more familiar with your cable service and equipment.

If you are unable to be at home, written consent must be provided on your behalf for someone under 18 years of age to provide to the service person.

GENERAL DO'S AND DON'TS

We have installed cable in your home in a manner that is consistent with Federal Communications Commission ("FCC") rules. Here are a few tips to keep it operating safely and reliably:

1. During severe electrical storms you should unplug your television set and cable converter to avoid damage. Comcast and your service provider are not responsible for damage which occurs due to acts of nature.
2. Your cable converter operates on 110 volts. Please note all the same precautions you would for any small appliance, such as checking the cord to make sure it is not worn or damaged.
3. For your own safety, do not attempt to open or otherwise tamper with your cable converter.
4. If you have someone other than Comcast install the inside wiring in your home or, if you do it yourself, you are responsible for ensuring that the installation
 - a. complies with all applicable governmental regulations (FCC signal leakage rules, for example); and
 - b. does not interfere with the normal operations of the cable system or any other communication systems, such as those used by police and fire departments.

BILLING

Your monthly cable bill not only gives you a listing of your current charges, payments and credits, but it may also contain special messages to our customers. Take time to review your bill to make sure your name, address and other information are correct. You generally will be billed at the same time each month unless you are notified otherwise.

Your first statement will include a monthly charge for the upcoming month. It may also include:

1. your installation charge,
 2. a partial charge for your first month's service if you are connected in the middle of a billing cycle; for example, if your monthly cable fee is \$24.00 and you connect to cable on the sixth day of a 30-day month, you would be billed for 2/3 of a month. The amount shown next to the line entry "prepaid" or "partial month" would be \$16.00,
 3. your payment due date,
 4. an address to send any written request in a separate letter to Comcast, and
 5. all prices for services (these may be subject to applicable franchise fees and taxes).
- You will find additional information relating to billing and complaint procedures in our Policies and Practices notice provided to you at the time of installation of your cable service and annually thereafter.

PAY-PER-VIEW PROGRAMMING

Concast may not have the right to distribute pay-per-view programming to commercial establishments, and you may not order or request pay-per-view programming for resale, exhibition or taping in a commercial establishment. You may neither exhibit nor assist in the exhibition of pay-per-view programming in a commercial establishment unless explicitly authorized to do so in advance, by Concast and our program provider. If you fail to abide by this restriction, you will be held liable for any claims made against you or Concast on account of any unauthorized commercial exhibition.

REMOTE CONTROLS

may be available as well.

Any or all of the above remote control devices may not be compatible with the DCTs required for optional services voluntarily requested by you.

AVAILABILITY OF SPECIAL BY-PASS EQUIPMENT

Some of the channels offered on the Comcast cable system may also be scrambled and viewed only if a set-top converter is used. However, as described above, a converter may limit your ability to use certain advanced features on your television set or VCR. If you use a converter and you have any problems using the special features, additional special equipment may be necessary to regain some or all of these features. Comcast will consult with you in order to determine what specific equipment may be available to solve your particular situation. This equipment may include an additional converter, or, if you have a receiver that can tune our cable channels, possibly a switch (or a switch converter with a switch) that will enable you to by-pass the converter and tune all unscrambled channels with your television set or VCR. Please contact Comcast regarding your needs, and we will be happy to discuss alternative solutions with you and give you a schedule of applicable converters. In addition, you may purchase by-pass switches and applicable converters at retail outlets. However, converters with descrambling capabilities should only be obtained from Comcast. In fact, cable converters that have descramblers in them (so-called "prize boxes" or "black boxes") may be illegal to sell or use, unless authorized by Comcast. Because of the need to protect our scrambled services, we will not authorize the use of any converter descramblers which do not conform to all required signal security specifications.

THEFT OF SERVICE

The Cable Act (47 USC § 333) created both civil and criminal penalties for manufacturers, suppliers and users of unauthorized cable devices. This federal, third-of-service law supplements any existing state or local laws, and provides a federal remedy against any person who, without authorization, intercepts or receives any communication service which is provided over a cable system.

This federal law prohibits the unauthorized interception or receipt of any communications service over a cable system. This would include the theft of audio, video, textual data or other service, including data transmitted to or from a customer over a system that has interactive capability. The law applies to both manufacturers and distributors of equipment, as well as individual subscribers.

The Cable Act provides both civil and criminal penalties for theft of cable services. Under this federal legislation, a cable operator may seek substantial monetary damages for the theft of its cable services. In addition, if the violations are willful and for commercial advantage or private financial gain, the court may award damages of up to \$50,000 in civil cases and a maximum of \$100,000 for certain criminal violations, in addition to a maximum of five years' imprisonment for subsequent offenses.

ABOUT YOUR CONVERTER

Many television sets cannot receive the large number of channels offered by cable television. In order to receive these channels, as well as to descramble certain optional premium or pay-per-view services, you may require an electronic channel selection device called a "converter." A converter and remote control are available from Comcast on a lease basis or may be purchased at certain retail outlets, including consumer appliance or electronics stores.

One type of converter is simply a tuner; it converts the cable channel selected by the customer to a low-numbered channel, typically 2, 3 or 4. Simply tune your television set to the "output" channel of the converter (for example, Ch. 3). Programs may then be selected by using the converter to the desired channel. Many cable-ready television sets may not require a converter to receive the non-scrambled channels.

Some television components like VCRs, cable-ready sets and remote-control devices may not be compatible with your cable television service. We encourage you to make certain components you purchase are compatible with your cable television service prior to making a purchase. For further information, please refer to the Equipment Compatibility section of this notification, or call your local Comcast office.

Converters that scramble services also provide our customers with the option to use "parental control" to block channels they wish not to view.

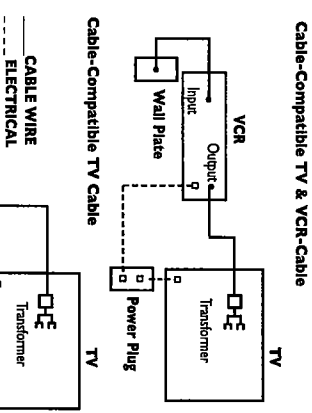
It is easy to watch your television after connecting to cable. Just turn on both your television set and the converter (if your converter model has an on/off switch). Make sure that your television is tuned to the output channel of your converter (Ch. 2, 3 or 4), and then select the channel you want to watch by using the controls on either the converter or the hand-held remote control device. To ensure reliable operation, make sure the converter is plugged into a "live" electrical outlet, rather than one controlled by a light switch. Loss of power to some converters may result in a temporary loss of cable service, even after the power is restored.

IF YOUR CONVERTER IS PROVIDED TO YOU BY COMCAST, YOU MUST RETURN IT ONCE YOU ARE NO LONGER A CUSTOMER. HOWEVER, SEE PARAGRAPH 7 OF OUR POLICIES AND PRACTICES NOTICE WHICH MAY BE SEPARATELY MAILED OR OTHERWISE DELIVERED TO YOU FOR IMPORTANT RESTRICTIONS RELATING TO CONVERTERS WITH DESCRAMBLING CAPABILITIES OR CALL YOUR LOCAL COMCAST CABLE OFFICE.

YOU MAY NOT MOVE YOUR CONVERTER TO ANOTHER LOCATION OR USE IT AT ANYTIME AT AN ADDRESS OTHER THAN THE LOCATION WHERE WE INSTALLED YOUR SERVICE WITHOUT THE PRIOR WRITTEN AUTHORIZATION OF COMCAST.

True Cable Compatibility

Please refer to the Equipment Compatibility section in this notice regarding cable compatibility or call your Comcast office if you have questions. If your service level and your equipment are compatible, then generally you can be hooked up to cable service according to the following diagrams:



Installing Digital Cable Service

Upon request for an upgrade to Comcast Digital Cable, self-installation kits and manuals for Digital Consumer Terminals ("DCT") are available from your local Comcast cable office for a separate charge. The installation and other instructions relating to DCT's differ from those set forth above due to the uniqueness of the DCT and the digital and other services and functions that may be received through it. Contact your local Comcast cable office for further details.

If You Have Problems

From time to time, you may experience a problem with your television picture. Often this can be easily fixed. Try the following problem yourself. We will save you time and may even save you money on television repair. PLEASE refer to this list BEFORE you call Comcast's customer service department.

IMPORTANT: Is your television set dial set on the converter output channel (example Ch. 3 or 4)?

Wrong Channel

- Check television set dial and converter for channel setting.

Show on Screen

- Check to make sure converter is plugged into a working outlet.

No Picture, No Sound

- Make sure the television set is plugged into a "live" electrical outlet, and not controlled by a wall switch.
- Push red "reset" button on back of television set if your set has one.
- Adjust "brightness" control on television set if your set has one.

Picture Shrinks

- May be an overloaded circuit in your television set, or
- Electric company power cutoff.

A BRIEF NOTE ABOUT THE SERVICES WE OFFER

Not all services are available in all areas. Please call your local Comcast office for details.

Basic Service

Basic Service is one of our most viewed levels of service. Basic Service may include off-air broadcast stations and franchise-required public, educational and government access channels. All such programming varies on a community-by-community basis and is subject to change at any time. Currently, our cable customers must subscribe to Basic Service in order to subscribe to any tiers of video service offered by Comcast.

Expanded Basic Service

Expanded Basic Service is the level of service that generally carries all non-premium cable channels, such as The Discovery Channel, Lifetime, ESPN, A&E, USA, TNT and, where available, regional sports services. All such programming varies on a community-by-community basis and is subject to change at any time.

Expanded Basic Service, where available, is an optional level of service above and beyond Basic Service. A customer must receive Basic Service in order to be eligible to receive Expanded Basic Service.

Premium Services

Premium Services are generally available to customers who receive Basic Service. Customers typically do not need to receive Expanded Basic Service in order to get premium services. Premium channels generally include Home Box Office (HBO), Showtime, Cinema, STARZ, and Encore. All premium services may not be available in all areas. There is a separate monthly charge for each premium channel a customer receives.

Digital Cable Services

Many of our customers have chosen Comcast Digital Cable. It provides a special feature and other channels, digital music channels and access to multiple pay-per-view channels and on-demand services, among other features. In addition to the analog service our customers already receive. In addition, interactive television services may be available in some areas.

No Picture

- Check channel setting on converter and television set.
- Check listing to make sure channel is broadcasting during the time slot.
- Wait for the television station announcement of difficulty.
- Check other channels to compare reception.

CABLE AND YOUR VCR

If you are a VCR owner, you can use your VCR to receive additional enjoyment from your cable television service.

Comcast wants to help you understand how to make your VCR and cable television service compatible entertainment components. With your cable service and VCR combination, you can record your favorite movies and cable programs for later viewing. We want you to have maximum flexibility in watching what you want, when you want to watch it.

VCR-Cable Hookup Warnings

1. Additional equipment, such as coaxial cables, signal splitters or "Y" switches, may cause picture distortion if it does not meet Comcast systems' standards. Please call our repair department before you purchase additional hookup equipment.

2. We recommend against cutting cable wire connectors. An improperly cut cable may cause picture distortion.

3. All cable connections must be fitted "wrench tight."

Installing Your VCR

Installation of your VCR can be completed through a variety of different methods depending upon your viewing and recording requirements. The various options available for connecting your VCR are described below.

Other Optional Services

In addition to these programming services, we may also offer our customers the option of renting Comcast's services for an additional monthly charge. The Cable Guide, Pay-Per-View or other services, including ordering and downloading pay-per-view services, and optional interactive television services, such as email and access to the Internet. We may also have available Comcast High-Speed Internet Service for personal computers that offers content-enhanced access to the Internet, full motion video, national, regional, and local content, e-mail, personalized browsers, and other exciting features at unprecedented speed and convenience. Comcast High-Speed Internet service may not be available in all areas and is subject to certain terms and conditions.

A NOTE ABOUT PROGRAMMING

We receive programming from various non-cable and cable networks. We are not responsible for the content of programs aired by these networks. Programming complaints or questions should be directed to the particular cable or broadcast networks.

MOVING

BEFORE YOU MOVE, please call Comcast. This is the best way for us to disconnect your service, recover your converter and arrange for cable service in your new home. Call us in advance, and we will schedule a new installation if your new home is in our service area.

If you decide to disconnect your cable television service, converters, remote control devices and any other equipment provided by Comcast should be returned to us immediately. Customers are liable for these items and will continue to be billed until the equipment is returned, or if you have lost it or are otherwise unable to return it, paid for.

EMERGENCIES

Emergencies such as fallen utility lines, violent storms or sub-freezing weather may interfere with reception of cable service. We will promptly have one of our crews correct an emergency situation as soon as it is safely possible.

To Record What You View

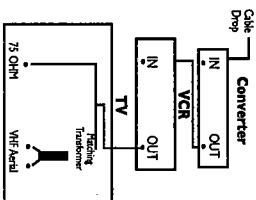
The diagram below shows how to install your VCR so you may view and record the same channel. When using this option, be sure you have both your TV and VCR set to the proper channel.

Step 1: The coaxial cable from the wall connects to the "in" terminal on the converter.

Step 2: A coaxial cable is connected from the converter's "out" terminal to the "in" terminal on your VCR.

Step 3: A second coaxial cable is connected from the "out" terminal of your VCR to the back of your television set.

Step 4: The coaxial cable is then either attached to the 75 OHM input terminal if you have a cable-ready television, or a "matching transformer" is installed on the end of the cable connector, and the transformer is then attached to the VCR's aerial terminals.



IMPORTANT NOTICE TO OUR CUSTOMERS REGARDING EQUIPMENT COMPATIBILITY

"CABLE READY" AND "CABLE COMPATIBLE EQUIPMENT"
One of the reasons you may subscribe to our cable system is that we offer many more channels of programming in addition to what you may be able to receive of the air. Some of you may have television receivers or VCRs that can tune to all of the non-scrambled channels we provide. Others may have older television sets that are unable to tune in all channels available over the cable system.

Even if you have an older television set or VCR that was advertised as being "cable ready" or "cable compatible," the equipment may not perform as you expected once connected directly to the cable system. This is because previously there were no standards applicable to television set manufacturers that governed the reception of cable channels. According to new federal regulations, as of July 1997, television sets and VCRs sold in the United States cannot be designated "cable ready" or "cable compatible" unless they comply with new technical requirements adopted by the FCC, including the ability to properly tune to cable channels.

You may encounter additional problems or interference when your television set or VCR is connected directly to the cable system. For example, you may encounter co-channel interference or an inability to receive higher number channels. These problems are often solved through the use of a set-top converter. Converters are available through Comcast for a monthly fee. The set-top converter will "convert" the cable channels to a designated channel on your TV. The process of converting all of our cable channels to such a channel means that you can only receive one channel on your television set at a time through the converter. Therefore, there may be certain features of your television set or VCR that you will not be able to use (for example, taping one program while watching another, recording two or more consecutive programs appearing on different channels, or the use of picture-in-picture). These features may not be possible without additional equipment.

EXHIBIT 6.1

Studio Hours of Operation Prior to Transition Date

Monday	12:00 PM (Noon)-8:30 PM
Tuesday	12:00 PM (Noon)-8:30 PM
Wednesday	12:00 PM (Noon)-8:30 PM
Thursday	3:00 PM – 11:00 PM
Friday	12:00 PM (Noon)-8:30 PM

Studio hours of operation are subject to change based on coverage of Northampton public meetings.

EXHIBIT 6.4(a)
GROSS ANNUAL REVENUES REPORTING FORM

(This form is for informational purposes and may change in a manner consistent with the federal definition of Cable Service and as reasonably needed to report the revenues to be included in the definition of Gross Annual Revenues as set forth in Article 1 above.)

COMCAST

CITY OF NORTHAMPTON

Period: [enter period of which payment is based]

Totals

Totals By Service:

Basic Service Revenue	\$ [enter amount]
Other Cable Service Revenue	\$ [enter amount]
Pay Service Revenue ¹	\$ [enter amount]
Other Unregulated Revenue ²	\$ [enter amount]
Digital Revenue	\$ [enter amount]
Subtotal:	\$ [enter subtotal]

Totals By Non Service:

Home Shopping Revenue	\$ [enter amount]
Advertising Revenue	\$ [enter amount]
Leased Access Revenue	\$ [enter amount]
Franchise Fees	\$ [enter amount]
Less Bad Debt Expense / Add Bad Debt Recovery	\$ [enter amount]
Subtotal:	\$ [enter subtotal]

Total Gross Revenue	\$ [enter total]
---------------------	------------------

License Fee (%)	\$ [enter % of total]
Fee on Fee (%)	\$ [enter % of %]
Franchise Fee Due	\$ [enter total due]

1 – Pay Service includes all Pay Channels and Pay Per View Movie/Event revenue.

2 – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance and other misc. billing charges and revenues included within the definition of Gross Annual Revenues and adjustments.

Authorized Comcast Representative:

Date: _____

EXHIBIT 6.4(B)

Access Payment Schedule

NORTHAMPTON ACCESS PAYMENT SCHEDULE WITH Quarterly PAYMENTS

	Payment Amount (GAR)	Revenue Period	Payment Due Date
Year 1	3.5%	04/04/06 – 06/30/06	August 15, 2006
Year 1	3.5%	07/01/06 – 09/30/06	November 15, 2006
Year 1	3.5%	10/01/06 – 12/31/06	February 15, 2007
Year 1	3.5%	01/01/07 – 03/31/07	May 15, 2007
Year 2	3.5%	04/01/07 – 06/30/07	August 15, 2007
Year 2	3.5%	07/01/07 – 09/30/07	November 15, 2007
Year 2	3.5%	10/01/07 – 12/31/07	February 15, 2008
Year 2	3.5%	01/01/08 – 03/31/08	May 15, 2008
Year 3	3.75%	04/01/08 – 06/30/08	August 15, 2008
Year 3	3.75%	07/01/08 – 09/30/08	November 15, 2008
Year 3	3.75%	10/01/08 – 12/31/08	February 15, 2009
Year 3	3.75%	01/01/09 – 03/31/09	May 15, 2009
Year 4	3.75%	04/01/09 – 06/30/09	August 15, 2009
Year 4	3.75%	07/01/09 – 09/30/09	November 15, 2009
Year 4	3.75%	10/01/09 – 12/31/09	February 15, 2010
Year 4	3.75%	01/01/10 – 03/31/10	May 15, 2010
Year 5	4%	04/01/10 – 06/30/10	August 15, 2010
Year 5	4%	07/01/10 – 09/30/10	November 15, 2010
Year 5	4%	10/01/10 – 12/31/10	February 15, 2011
Year 5	4%	01/01/11 – 03/31/11	May 15, 2011
Year 6	5%	04/01/11 – 06/30/11	August 15, 2011
Year 6	5%	07/01/11 – 09/30/11	November 15, 2011
Year 6	5%	10/01/11 – 12/31/11	February 15, 2012
Year 6	5%	01/01/12 – 03/31/12	May 15, 2012
Year 7	5%	04/01/12 – 06/30/12	August 15, 2012
Year 7	5%	07/01/12 – 09/30/12	November 15, 2012
Year 7	5%	10/01/12 – 12/31/12	February 15, 2013
Year 7	5%	01/01/13 – 03/31/13	May 15, 2013
Year 8	5%	04/01/13 – 06/30/13	August 15, 2013
Year 8	5%	07/01/13 – 09/30/13	November 15, 2013
Year 8	5%	10/01/13 – 12/31/13	February 15, 2014
Year 8	5%	01/01/14 – 03/31/14	May 15, 2014
Year 9	5%	04/01/14 – 06/30/14	August 15, 2014
Year 9	5%	07/01/14 – 09/30/14	November 15, 2014
Year 9	5%	10/01/14 – 12/31/14	February 15, 2015
Year 9	5%	01/01/15 – 03/31/15	May 15, 2015
Year 10	5%	04/01/15 – 06/30/15	August 15, 2015
Year 10	5%	07/01/15 – 09/30/15	November 15, 2015
Year 10	5%	10/01/15 – 12/31/15	February 15, 2016
Year 10	5%	01/01/16 – 04/02/16	May 15, 2016

EXHIBIT 6.6(b)

STUDIO INVENTORY

Edit 1

1 Power Mac with 3 external drives
Avid Express digital editing software version 2.1
1 Sony Video Monitor pvm15m2u
1 Panasonic SVHS AG-D5850
1 Panasonic DVC-PRO AJ-D640
1 SONY ¾" VO-9800
1 Technics SL-PG480A CD player
1 Kenwood CD player
2 Roland ma-12 speakers
1 UPS system
1 Vector Scope Wave Form unit MM-400

Edit 2

1 Panasonic AG-DS555 SVHS
1 SONY VO-9850 ¾"
1 Panasonic AG-DS840 SVHS
1 Sony EVO-9800A HI-8
1 Technics SL-PG480A CD Player
1 Panasonic MX-WJ12 Digital Video Mixer
2 Roland MA-12 Speakers
2 Panasonic CT-13834 Video Monitors
1 Videonics 2000 CG
1 Panasonic Video Monitor BT-7501R
1 Panasonic Edit Controller AG-A850

Edit 3

1 Panasonic AG-7350 SVHS
2 Panasonic DS-840 SVHS
2 Panasonic CT-1386 Video Monitors
1 Panasonic BT-H13TO4 Video monitor
1 Panasonic Edit Controller AG-A850
1 Technics SL-PG480A CD Player
2 Roland MA-12 Speakers
1 Power Mac 9600/350
1 Videonics Power Script CG
1 Panasonic Edit Controller AG-A850
1 Panasonic WJ-MX50 Digital Video Mixer

Cameras

1 Panasonic Supercam
2 Panasonic AG-450 SVHS camcorders

Tripods

1 ITE
1 Bogen
1 Manfrotto
1 Velbart

Audio

1 SHURE audio mixer
2 Sennheisser Shotgun Microphones
1 Handheld Microphone
1 Flexfill

Control Room

1 Panasonic BT-S1360Y Video Monitor
1 Videonics 3000 CG
1 Sony RM-450 Edit Controller
1 Sony ¾" Record Deck VO-5800
1 Panasonic AG-7150 SVHS Player
1 Realistic CD Player CD/1800
2 Hitachi CCU's RU-CU1
1 Tascam M-208 Audio mixer
1 Gentner TS612 LIVE Phone System
1 Leader Wave Form Monitor
1 Leader Vector Scope
2 Panasonic CT-1386-VY Video monitors
1 VIP Magic Box
4 VP-7020 Sony ¾" decks
2 AG-7150 Panasonic ½" SVHS
1 Panasonic WJ-5600 Special Effect Generator
1 RTS System with 4 head sets
1 RCA VCR

STUDIO

2 Hitachi 2 CCD Cameras C1
2 ITE Dollys
2 ITE Tripods

LIGHTS

4 Fresnels
3 Omnis

AUDIO

1 Audio Snake
5 Sony Lavillier WCM-44B Microphones
2 Hitachi CCU's RU-CU1
1 Vector Scope/Waveform Monitor
2 ITE Tripods

ROAD CASE

*2 Hitachi 2 CCD Cameras C1
*2 ITE Tripods
*1 Panasonic WJ-5600 Special Effect Generator

Generator

*1 Panasonic TV/Monitor

* equipment used for City Council meetings and meetings at JFK Middle School

Cadco M-369 ser.#B0918
Cadco M-375(demod) ser.#C4025

City Hall

Cadco M-369 ser.#K3336

JFK Middle School

Cadco M-369 ser.#K4466

FURNITURE

1 Desk Chair Upholstered
4 Cream Upholstered Chairs
2 Grey Upholstered Chairs
1 Green Upholstered Chair
7 Computer Chairs
1 Metal frame brown chair
Metal desk with formica top

EXHIBIT 6.9
I-NET LOCATIONS

1. City Hall (210 Main St.)*
2. Puchalski Building (212 Main St.)*
3. Memorial Hall (240 Main St.)
4. Police Station (29 Center Street)
5. James House (42 Gothic Street)
6. Fire Station Headquarters (26 Carlon Drive)
7. Florence Fire Station (69 Maple Street)
8. Department of Public Works (125 Locust Street)
9. Water Department (237 Prospect Street)
10. Central Services Maintenance Building (265 Prospect Street)
11. Smith Vocational High School (80 Locust Street)
12. Florence Community Center (140 Pine Street, Florence)*
13. Florence Community Center Police Substation (140 Pine Street, Florence)
14. Northampton High School (380 Elm Street)*
15. JFK Middle School (100 Bridge Road, Florence)
16. Bridge Street Elementary School (2 Parsons Street)
17. Jackson Street Elementary School (120 Jackson Street)
18. Ryan Road Elementary School (498 Ryan Road, Florence)
19. Leeds Elementary School (25 Florence Street, Leeds)
20. Forbes Library*
21. Lilly Library*
22. Academy of Music*

*Licensee to maintain I-Net video origination capability throughout the term of the License.

EXHIBIT 12.4

FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION
PART 76--CABLE TELEVISION SERVICE
Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of Complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation

activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and Complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written Complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

EXHIBIT 12.5
207 CMR 10.00

BILLING AND TERMINATION OF SERVICE

10.01: Billing Practices Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
 - (a) the name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a

statement that the subscriber may call this number with any questions or Complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;

- (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
 - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
 - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
 - (e) the amount of the bill for the current billing period, separate from any prior balance due;
 - (f) the date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
- (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
 - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
 - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
 - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
 - (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
 - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period

established by 207 CMR 10.07 for registration of a Complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.

- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
 - (a) A subscriber requests total disconnection from cable service; or
 - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a Complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the Complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any Complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a Complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

EXHIBIT 13.5
CABLE DIVISION FORM 500

(See Attached)

Form 500 Complaint Data - Paper Filing

City/Town:

Cable Company:

Filing Year:

Address:

Number of Subscribers:

Contact:

Phone:

E-Mail:

Average Resolution Time:

<1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> >30 Days

Manner of Resolution:

A. Resolved to the satisfaction of both parties., B. Resolved, customer dissatisfied., C. Not Resolved.

	Total Complaints	Avg. Resolution Time (see code above)	Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.		
			A.	B.	C.
Advertising/Marketing					
Appointment/Service call					
Billing					
Customer Service					
Defective Notice					
Equipment					
Installation					
Reception					
Service Interruption					
Unable to Contact					
Failure to Respond to Original Complaint					
Other:					

SIGNATURE PAGE

In Witness Whereof, this Renewal Cable Television License is hereby issued by the Mayor of the City of Northampton, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Comcast of Massachusetts II, Inc.


**The Mayor of Northampton, MA
as Issuing Authority**



Mayor Mary Clare Higgins

DATED: April 4th, 2006

Comcast of Massachusetts II, Inc.



Kevin M. Casey
President – Northern Division

DATED: April 11, 2006